

**No. 929**

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**FRANCE  
and  
BRAZIL**

**Agreement concerning air transport (with annex and protocol of signature). Signed at Paris, on 27 January 1947**

*Official texts: French and Portuguese.*

*Registered by the International Civil Aviation Organization on 5 October 1950.*

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**FRANCE  
et  
BRÉSIL**

**Accord relatif aux transports aériens (avec annexe et protocole de signature). Signé à Paris, le 27 janvier 1947**

*Textes officiels français et portugais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 5 octobre 1950.*

## TRANSLATION — TRADUCTION

NO. 929. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE  
FRENCH REPUBLIC AND THE GOVERNMENT OF THE UNITED  
STATES OF BRAZIL CONCERNING AIR TRANSPORT. SIGNED  
AT PARIS, ON 27 JANUARY 1947

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The Government of the French Republic and the Government of the United States of Brazil, considering:

— that the possibilities of commercial aviation as a means of transport have greatly increased;

— that this means of transport, because of its essential characteristics, permitting rapid connexions, contributes to bringing nations together;

— that it is desirable to organize the regular international air services in a safe and orderly manner and to further as much as possible the development of international co-operation in this field without prejudice to national and regional interests;

— that it is necessary to conclude an Agreement for the purpose of ensuring air communications between the two countries;

have appointed for this purpose their Plenipotentiaries who, having exchanged their full powers, found in good and due form, have agreed as follows:

*Article I*

The Contracting Parties grant each other the rights specified in the annex hereto, in order that there may be established the regular international air services described therein and hereinafter referred to as "agreed services".

*Article II*

1. Each of the agreed services may be inaugurated immediately or at a later date, at the option of the Contracting Party to which the rights have been granted, but not before:

(a) The Contracting Party to which the rights have been granted has designated one or more national airlines for the specified route or routes.

(b) The Contracting Party granting the rights has authorized the airline or airlines concerned to inaugurate the agreed services, which, subject to the provisions of paragraph 2 of this article and of article VI, it shall do without delay.

<sup>1</sup> In accordance with article XV, the agreement came into force provisionally on 27 February 1947, thirty days after the date of signature, and definitively on 14 November 1949, by mutual notification of the completion of its constitutional formalities by the Government of each of the Contracting Parties.

2. The designated airlines may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of commercial airlines.

### *Article III*

In order to prevent discriminatory practices and to respect the principle of equality of treatment:

1. The charges which either of the Contracting Parties may impose or permit to be imposed on the designated airline or airlines of the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

2. Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party or taken on board aircraft in the territory of one Contracting Party by or on behalf of an airline designated by the other Contracting Party, and intended solely for use by the aircraft of such designated airline, shall enjoy, with respect to customs duties, inspection fees and other duties or charges imposed by the first Contracting Party, treatment not less favourable than that granted to national airlines or to airlines of the most favoured nation.

3. Aircraft of one Contracting Party operated on the agreed services, and supplies of fuel, lubricating oils, spare parts, normal equipment and aircraft stores retained on board such aircraft, shall be exempt from customs duties, inspection fees and similar duties and charges, even though such supplies be used or consumed by such aircraft on flights within that territory.

### *Article IV*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or any other State.

### *Article V*

1. The laws and regulations of one Contracting Party relating to entry into or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall apply to aircraft of the designated airline or airlines of the other Contracting Party.

2. The laws and regulations of each Contracting Party relating to the entry into, stay in or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and

quarantine shall be applicable to passengers, crew and cargo taken on board aircraft on the agreed services.

#### *Article VI*

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party, or to revoke such permit in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in nationals of the other Contracting Party, or in case of failure by that airline to comply with the rules and regulations referred to in article V above or to perform its obligations under the present Agreement and its annex.

#### *Article VII*

In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties shall from time to time consult together with a view to ensuring the application and satisfactory implementation of the principles laid down in the present Agreement and its annex.

#### *Article VIII*

If either of the Contracting Parties considers it desirable to modify any provision or provisions of the annex to this Agreement, or to exercise the right specified in article VI, it may request consultation between the competent aeronautical authorities of the two Contracting Parties, such consultation to begin within a period of sixty (60) days from the date of the request. Any modification of the annex agreed upon between the said authorities shall come into effect when it has been confirmed by an exchange of notes through the diplomatic channel.

#### *Article IX*

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or of its annex which cannot be settled through direct negotiation shall be referred for an advisory opinion to the Interim Council of the Provisional International Civil Aviation Organization, in accordance with the provisions of article III, section 6 (8), of the Interim Agreement on International Civil Aviation signed at Chicago on 7 December 1944,<sup>1</sup> or its successor. The Contracting Parties may, however, by agreement settle the dispute by referring it to an arbitral tribunal or to some other agreed person or body.

#### *Article X*

Either Contracting Party may at any time give notice to the other if it desires to terminate this Agreement. Such notice shall be sent simultaneously to the Provisional International Civil Aviation Organization. The Agreement shall terminate six (6) months after the date of the receipt of the notice to terminate by the other Contracting Party, unless the notice is withdrawn by agreement between

<sup>1</sup> International Civil Aviation Conference, Chicago, Illinois, 1 November to 7 December 1944: *Final Act and Related Documents*. United States of America: Department of State publication 2282, Conference Series 64.

the Contracting Parties before the expiry of this period. In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the Provisional International Civil Aviation Organization or its successor.

#### *Article XI*

Should the two Contracting Parties ratify, or adhere to, a multilateral Air Convention, the present Agreement and the annex thereto shall be amended so as to conform with the provisions of such Convention from the date of its entry into force as between them.

#### *Article XII*

This Agreement supersedes any privileges, concessions or permissions previously granted for any reason by one of the Contracting Parties to airlines of the other Contracting Party.

#### *Article XIII*

This Agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization, established under the Interim Agreement on International Civil Aviation signed at Chicago on 7 December 1944, or its successor.

#### *Article XIV*

For the purposes of this Agreement and its annex:

(a) The term "aeronautical authorities" shall mean, in the case of France, the Secretary-General of Civil and Commercial Aviation, and, in the case of the United States of Brazil, the Minister for Air, or, in both cases, any person or agency authorized to perform the functions at present exercised by them;

(b) The term "territory" shall have the meaning assigned to it by article 2 of the Convention on International Civil Aviation signed at Chicago on 7 December 1944;<sup>1</sup>

(c) The term "designated airline" shall mean any airline which has been selected by one of the Contracting Parties to operate the agreed services, and in respect of which notification has been sent to the competent aeronautical authorities of the other Contracting Party in accordance with article II of this Agreement;

(d) the definitions contained in paragraphs (a), (b) and (d) of article 96 of the abovementioned Convention on International Civil Aviation shall be deemed to apply to this, Agreement.

#### *Article XV*

The provisions of this Agreement shall be put into force, provisionally, thirty (30) days after the date of signature. The Agreement will come into force

<sup>1</sup> United Nations, *Treaty Series*, Volume 15, page 295; Volume 26, page 420; Volume 32, page 402; Volume 33, page 352; Volume 44, page 346, and Volume 51, page 336.

definitively as soon as the Contracting Parties have notified each other of the completion of their respective constitutional formalities.

IN FAITH WHEREOF the undersigned Plenipotentiaries have concluded the present Agreement and have thereto affixed their seals.

DONE in duplicate at Paris, this 27th day of January 1947, in the French and Portuguese languages, both texts being authentic.

For the Government  
of the French Republic:

BIDAULT

Jules MOCH

For the Government of the  
United States of Brazil:

F. DE CASTELLO BRANCO CLARK

Alberto DE MELLO FLORES

## ANNEX

### I

The Government of the United States of Brazil grants the Government of the French Republic the right to operate air transport services by one or more airlines designated by the latter Government on the routes specified in schedule I attached.

### II

The Government of the French Republic grants the Government of the United States of Brazil the right to operate air transport services by one or more airlines designated by the latter Government on the routes specified in schedule II attached.

### III

The airline or airlines designated by each of the Contracting Parties under the conditions provided in the Agreement and the present annex shall enjoy, in the territory of the other Contracting Party, on each of the routes described in the attached schedules, rights of transit and of stops for non-traffic purposes at airports open to international traffic, as well as the right to pick up and set down international traffic in passengers, mail and cargo at the points enumerated in the said schedules.

### IV

(a) The air transport capacity provided by the designated airlines of both Contracting Parties shall bear a close relationship to traffic requirements.

(b) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services.

(c) Where the airlines designated by the two Contracting Parties operate on the same route, they shall take into account their reciprocal interests so as not to affect unduly their respective services.

(d) The agreed services shall have as their primary objective the provision of capacity adequate to traffic demands between the country to which the airline belongs and the countries of ultimate destination of the traffic.

(e) The right of a designated airline to pick up and set down in the territory of the other Contracting Party at specified points and on specified routes, international traffic destined for or coming from third countries shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and in conditions such that capacity shall be related:

1. To traffic requirements between the country of origin and the countries of destination;
2. To the requirements of the economic operation of trunk services;
3. To the traffic requirements of the area through which the airline passes, after taking account of local and regional services.

## V

The consultations provided for in article VII of the Agreement may be held, at the request of either of the Contracting Parties, to determine the conditions in which the principles set forth in section IV above being complied with, and in particular to prevent an unfair proportion of traffic being diverted from any designated airline.

## VI

Where the designated airline or airlines of either Contracting Party are temporarily unable to make use of the rights referred to in paragraph (b) of section IV above, owing to circumstances in which the other Contracting Party can be of assistance, the situation will be examined by the two Parties with a view to helping the said airline or airlines to enjoy the rights provided for in the aforementioned paragraph.

## VII

(a) For the purpose of the present section, the term "transshipment" shall mean the transportation by the same airline of traffic beyond a certain point on a given route by different aircraft than those employed on the earlier stages of the same route.

(b) Transshipment when justified by economy of operation shall be permitted at all points mentioned in the attached schedules in the territory of the two Contracting Parties.

(c) However, no transshipments shall be made in the territory of either Contracting Party which would alter the long-range characteristics of the operation or which would be inconsistent with the standards set forth in this Agreement and its annex and particularly section IV of this annex.

(d) In particular, in the case of services originating in the country in which the aircraft are registered, no onward flight after transshipment shall be effected except in connexion with the arrival of the aircraft employed up to the point of transshipment. Similarly, the capacity of the aircraft employed after transshipment shall be determined with reference to the traffic arriving at the point of transshipment and requiring to be carried beyond that point.

(e) If any capacity is available in the aircraft employed after a transshipment operation effected in accordance with the provisions of paragraph (d) above, such capacity may be allotted, in either direction, to international traffic from or to the territory in which transshipment was effected.

## VIII

(a) The determination of rates shall be made at reasonable levels, regard being paid in particular to economy of operation, reasonable profit, the rates charged by other airlines and the characteristics of each service, such as conditions of speed and accommodation.

(b) The rates to be charged by the designated airlines of either Contracting Party, between the points in French territory and the points in Brazilian territory referred to in the attached schedules, shall be subject to approval by the aeronautical authorities of the Contracting Parties not less than thirty (30) days before the proposed date of introduction, provided that this period may be reduced in particular cases with the consent of the said authorities.

(c) In fixing these rates, account shall be taken of the recommendations of the International Air Transport Association (I.A.T.A.).

(d) Failing any such recommendations by the said Association, the Brazilian and French airlines shall agree on the passenger and goods rates to be applied on the joint sections of their routes, after consultation where necessary with the airlines of third countries operating all or part of the same routes.

(e) Should the designated airlines fail to agree on the rates to be established, the aeronautical authorities of the two Contracting Parties shall endeavour to reach a satisfactory solution.

In the last resort, the matter shall be referred to the arbitration provided for in article VIII of the Agreement.

## IX

Changes made by either Contracting Party in the routes described in the attached schedules, except changes in the points served by these airlines in the territory of the other Contracting Party, shall not be considered as modifications of the annex. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given without delay to the aeronautical authorities of the other Contracting Party.

If such aeronautical authorities find that, having regard to the principles set forth in section IV of the present annex, the interests of their national airlines are prejudiced by the carriage by the airlines of the first Contracting Party of traffic between the territory of the second Contracting Party and the new point in the territory of a third country, the authorities of the two Contracting Parties shall consult with a view to arriving at a satisfactory agreement.

## X

After the present Agreement comes into force, the aeronautical authorities of both Contracting Parties shall exchange information as promptly as possible concerning the authorizations extended to their respective designated airlines to operate the agreed services or fractions thereof. Such exchange of information shall include copies of the authorizations granted, any modifications thereof and all annexed documents.

B.  
J.M.

F.C.  
A.M.F.

## SCHEDULE I

## A. FRENCH AIR ROUTE TO BRAZIL

From France, via intermediate points, to Dakar, Recife, Rio de Janeiro and, if desired, São Paulo, in both directions.

## B. FRENCH AIR ROUTES SERVING AND CROSSING BRAZILIAN TERRITORY

1. From France via intermediate points to Recife, Rio de Janeiro and, if desired, São Paulo and Porto Alegre, and thence, by a reasonably direct route, to Montevideo and countries beyond, in both directions;

2. From France via intermediate points to Dakar and thence, via Natal, if desired, to Belem, Cayenne, a point in Dutch Guiana, a point in British Guiana, Trinidad, St. Lucia, Fort-de-France and beyond, in both directions.

## SCHEDULE II

## A. BRAZILIAN AIR ROUTE TO FRANCE

From Brazil, via Dakar or the Cape Verde Islands, via intermediate points in Africa, Casablanca or Lisbon, a point in Spain, to Paris.

## B. BRAZILIAN AIR ROUTES SERVING AND CROSSING FRENCH TERRITORY

1. From Brazil, via Dakar or the Cape Verde Islands, via intermediate points in Africa, Casablanca or Lisbon, a point in Spain, to Paris and thence to:

(a) London and beyond, by a reasonably direct route, in both directions.

(b) Brussels or Amsterdam, Berlin and beyond, by a reasonably direct route, in both directions.

2. From Brazil, via Dakar or the Cape Verde Islands, via intermediate points in Africa, Casablanca, Rome and beyond, by a reasonably direct route, in both directions.

3. From Brazil, via a point in French Guiana, to countries beyond, by a reasonably direct route, in both directions.

## PROTOCOL OF SIGNATURE

In the course of the negotiations leading to the signature of the Air Transport Agreement between the French Republic and the United States of Brazil, concluded at Paris this day, the representatives of the Contracting Parties agreed as follows:

1. The customs, police, immigration and health authorities of the two Contracting Parties shall put into effect, as simply and as speedily as possible, the arrangements provided for in articles III and V of the Agreement, so as to avoid any delay in the movement of the aircraft operating the agreed services and this consideration shall be taken into account in implementing procedures and framing regulations.

2. Each Contracting Party may exercise the right to withhold a permit from an airline designated by the other Contracting Party, or to revoke such permit, in accordance with the provisions of article VI of the Agreement, in any case where the aircraft put into operation by that airline are not manned by crews the members of which are not nationals by origin of the first Contracting Party.

Nevertheless, crews shall be permitted to include nationals of third countries with a view to the training of flight personnel.

3. Nothing in the Agreement shall be deemed to affect the provisions of paragraph II of the Protocol of Signature annexed to the Agreement between France and Portugal dated 30 April 1946<sup>1</sup> and of section IV, paragraph (f), of the annex to the Agreement between Portugal and Brazil dated 10 December 1946.

4. In the establishment of the Brazilian services between Rio de Janeiro, Casablanca and Spain, particular attention shall be paid to Section IV, paragraph (d), of the annex to the Agreement.

5. The determination of rates to be applied by the airlines of one Contracting Party between the territory of the other Contracting Party and a third country is a complex question, the overall solution of which cannot be solved through consultation between only two countries.

It is noted, furthermore, that the methods of determining such rates is now being studied by the Provisional International Civil Aviation Organization. It is understood under these circumstances:

(a) That, pending the acceptance by both Contracting Parties of any recommendations which the Provisional International Civil Aviation Organization may make after its study of this matter, such rates shall be subject to consideration under the provisions of paragraph IV (c) of the annex to the Agreement;

(b) That, in case the Provisional International Civil Aviation Organization fails to establish a means of determining such rates satisfactory to both Contracting Parties, the consultation provided for in article VII of the Agreement shall be in order.

6. The temporary operating permits granted to Air-France and Panair do Brasil, S.A., by the Brazilian and French Government respectively are hereby renewed until the Agreement is put into force provisionally, as provided in article XV.

B.  
J. M.

F. C.  
A. M. F.

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<sup>1</sup> United Nations, *Treaty Series*, Volume 35, page 199.